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COREPHOTONICS, LTD.

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

COREPHOTONICS, LTD.

Plaintiff,

vs.

APPLE INC.

Defendant.

Case No. 3:17-cv-06457-JD (Lead Case)  
Case No. 3:18-cv-02555-JD

**DECLARATION OF ERAN KALI IN  
SUPPORT OF COREPHOTONICS,  
LTD.'S RESPONSE IN OPPOSITION TO  
APPLE INC.'S MOTION TO DISMISS  
FOR LACK OF STANDING**

Courtroom: 11  
Before: Hon. James Donato

1 I, Eran Kali, hereby declare as follows:

2 1. I am the Vice President of Licensing of Corephotonics, Ltd.  
3 (“Corephotonics”). I am one of the founders of Corephotonics, and I have been a  
4 part of Corephotonics management since its founding. I have personal knowledge  
5 of the facts set forth herein, and if called as a witness, could testify competently to  
6 the matters herein.

7 2. The two patents currently at issue in this lawsuit, U.S. Patent 9,185,291,  
8 and U.S. Patent 9,568,712 (collectively the “patents-in-suit”) were both invented by  
9 Corephotonics employees and were issued by the U.S. Patent Office to  
10 Corephotonics as the original assignee of each of those patents, as reflected on the  
11 face of the patents. A true and correct copy of each of these two patents-in-suit is  
12 attached hereto as Exhibits A and B.

13 3. Corephotonics has never transferred ownership of the patents-in-suit to  
14 any other individual or entity.

15 4. Corephotonics has also never granted any entity or individual an  
16 exclusive license to either of the patents-in-suit. [REDACTED]

17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED]  
20 Corephotonics has never granted anyone the exclusive right to make, use, and sell  
21 products or services under either of the patents-in-suit.

22 5. Corephotonics has never granted any other party the right to sublicense  
23 Corephotonics’ patents, including the patents-in-suit.

24 6. Corephotonics has never granted any other party the right to bring  
25 claims for infringement of any of its patents, or to maintain a lawsuit to enforce any  
26 of its patents, including the patents-in-suit. For clarity, Corephotonics has also never  
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1 granted any Samsung entity any right to bring suit or otherwise enforce any  
2 Corephotonics patents, including the patents-in-suit.

3 7. Corephotonics is the only entity that has ever been responsible for  
4 paying any patent maintenance fees on the patents-in-suit.

5 8. Corephotonics has never granted any other party an interest in the  
6 patents-in-suit, other than a limited, non-exclusive, license to practice the patents  
7 within a designated field of use. It has never granted anyone the right to assign such  
8 interests.

9 9. [REDACTED]  
10 [REDACTED]  
11 [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]

17 10. I understand that Apple asserts that Corephotonics effectively licensed  
18 Samsung Electronics to all of Corephotonics' patents and other intellectual property  
19 in the Share Purchase Agreement. This is not true. Neither SEC nor Samsung  
20 Benelux had a license to any Corephotonics patent at the time of the closing of the  
21 share purchase in January 2019, nor have either of them had a license to any  
22 Corephotonics patent since that time.

23 11. [REDACTED]  
24 [REDACTED]  
25 [REDACTED]  
26 [REDACTED]  
27  
28



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**CERTIFICATE OF SERVICE**

I certify that counsel of record who are deemed to have consented to electronic service are being served on January 15, 2024, with a copy of this document via the Court's CM/ECF systems per Local Rule CV-5(a)(3). Any other counsel will be served by electronic mail, facsimile, overnight delivery and/or First Class Mail on this date.

/s/ Brian D. Ledahl

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